



CLARK COUNTY
STAFF REPORT

Sum
-1N

DEPARTMENT/DIVISION: Department of Public Works / Engineering & Construction Division

DATE: June 25, 2013

REQUEST: Authorize the Public Works Director to sign a professional services agreement with Otak, Inc. for the replacement of Fifth Plain Creek Bridge #230 (CRP 332422), in a total amount not to exceed \$403,656.00. Authorize the Director to sign supplemental agreements extending the durations and amounts of the contracts, up to 10 percent of the original contract amount.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: Fifth Plain Creek Bridge #230, on NE 88th Street, east of NE Ward Road, is classified as "Structurally Deficient" with a sufficiency rating of 29.07. The existing bridge is a two-span, simply supported concrete girder structure on aging timber piles. The bridge was originally built in the 1933 and partially rebuilt in 1949. Clark County has received a federal grant to replace the bridge, covering approximately 80% of the costs. The new bridge will be a single span over Fifth Plain Creek, limiting impacts to the floodplain and providing appropriate width for future improvements to NE 88th Street.

Request for Proposal (RFP) #647 for Engineering and Environmental Services for Fifth Plain Creek Bridge #230 Replacement was issued by Clark County Public Works (CCPW) in February 2013. The County received and reviewed seven proposals to provide the specified services. Purchasing and Public Works recommends entering into a contract with Otak, Inc., of Vancouver, Washington, in an amount not to exceed \$403,656.00. The contract includes construction support and is for a two and a half-year period, with two possible one-year extensions. Execution of this contract allows Public Works to move forward with the design as scheduled, with construction currently planned for 2015.

COMMUNITY OUTREACH: The Fifth Plain Creek Bridge #230 replacement project will have public outreach including mailings, individual meetings with property owners and stakeholders, public notices, email notifications, and property owner negotiations.

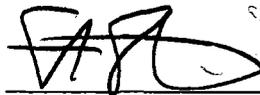
BUDGET AND POLICY IMPLICATIONS: There are no budget implications involved in this request. This project is included in the adopted 2013 - 2018 Transportation Improvement Program.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Authorize the Public Works Director to sign a professional services agreement for the replacement of Fifth Plain Creek Bridge #230 in a total amount not to exceed \$403,656.00. Authorize the Director to sign supplemental agreements extending the duration and amount of the contract, up to 10 percent of the contract amount.

DISTRIBUTION: Please forward the approved staff report to Public Works Administration.


Heath H. Henderson, P.E.
Engineering & Construction Division Manager

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS


Peter Capell, P.E.
Public Works Director/County Engineer

June 25, 2013
SR 114-13

PC/HHH/MH/pam, c: Matt Hall, Jean Singer, Penny Monett PW13-058

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

Fifth Plain Creek Bridge #230, on NE 88th Street, east of NE Ward Road, is classified as "Structurally Deficient" with a sufficiency rating of 29.07. The existing bridge is a two-span simply supported concrete girder structure on aging timber piles. The bridge was originally built in the 1933 and partially rebuilt in 1949. Clark County has received a federal grant, covering approximately 80% of the costs, to replace the bridge. The new bridge will be a single span over Fifth Plain Creek, limiting impacts to the floodplain and providing appropriate width for future improvements to NE 88th Street.

This project is programmed in the adopted 2013-2018 Transportation Improvement Program (TIP).

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	1012	Total	1012	Total	1012	Total
1012 Road Fund	\$303,656	\$303,656	\$100,000	\$100,000		
Total:	\$303,656	\$303,656	\$100,000	\$100,000	\$0	\$0

II.A - Describe the type of revenue (grant, fees, etc.)

A majority of this project (80%) is funded by a federal grant with the remainder from County Road Fund (20%).

Part III: Estimated Expenditures

III.A - Expenditures summed up

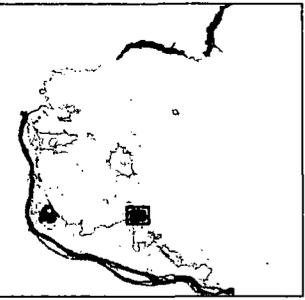
Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		1012	Total	1012	Total	1012	Total
1012 Road Fund		\$303,656	\$303,656	\$100,000	\$100,000		
Total:		\$303,656	\$303,656	\$100,000	\$100,000	\$0	\$0

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	1012	Total	1012	Total	1012	Total
Salary/Benefits						
Contractual	\$303,656	\$303,656	\$100,000	\$100,000		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$303,656	\$303,656	\$100,000	\$100,000	\$0	\$0

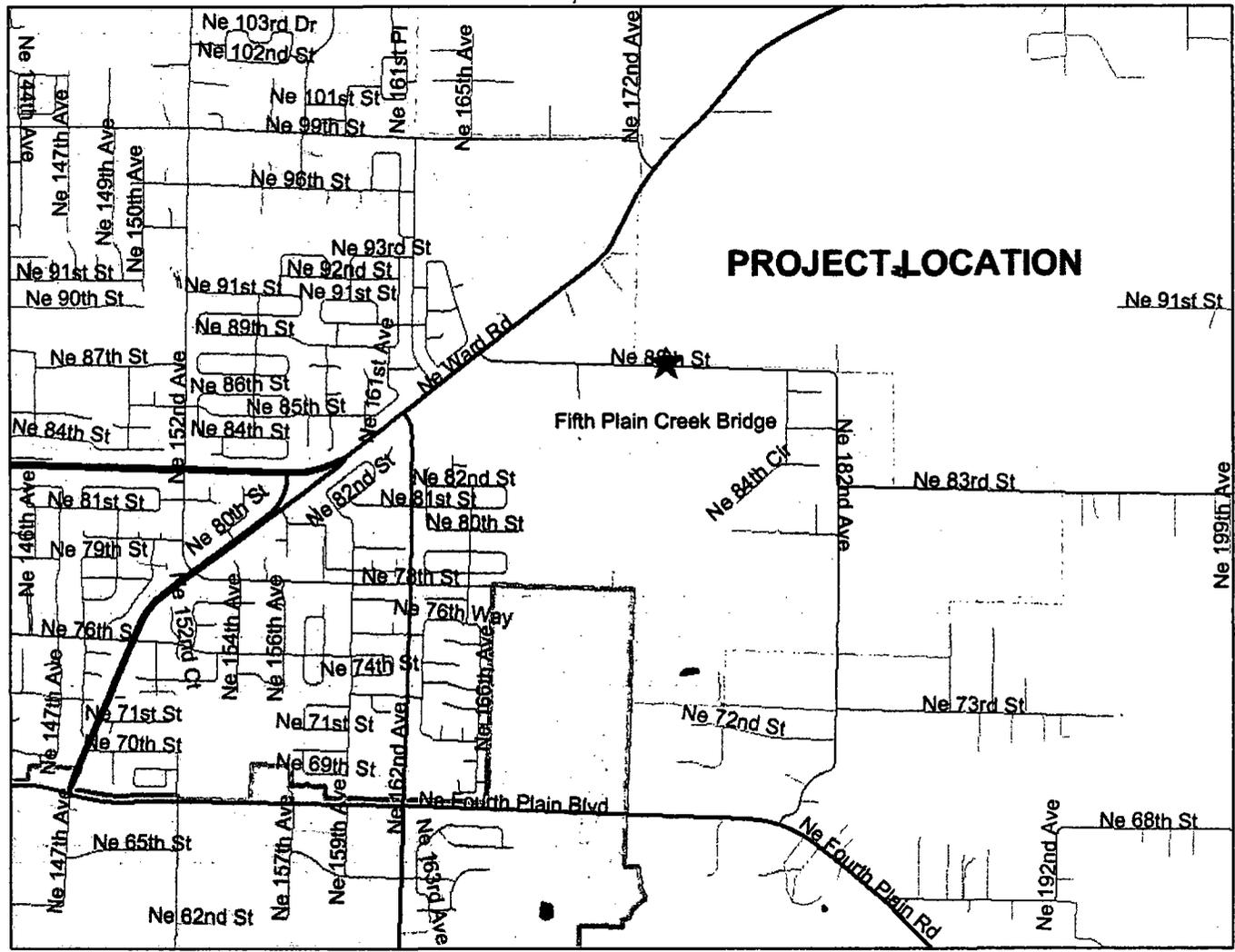
JP

Fifth Plain Creek Bridge



Legend

- Roads**
- Alley
- Arterial
- DNR
- DNR (Private Land)
- Driveway
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Names
- Public Roads
- SR Ramp
- State Route
- Waterbodies
- Rural Centers
- City Boundaries
- Urban Growth Boundaries
- County Boundary



PROJECT LOCATION

Fifth Plain Creek Bridge

Map center: 1130230, 133942



Scale: 1:23,649

This map was generated by Clark County's "Maps Online" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

Notes: NE 88th St, Approximately 0.5 mi east of NE Ward Road.

Local Agency Standard Consultant Agreement

Consultant/Address/Telephone
 Otak, Inc.
 700 Washington Street, Suite 401
 Vancouver, WA 98660

Contact
 Douglas Sarkkinen
 Douglas.sarkkinen@otak.com
 360-906-9421

- Architectural/Engineering Agreement
 Personal Services Agreement

Agreement Number
TA-5043 LA-8003

Project Title And Work Description

Federal Aid Number
BRM-4382(001)

**Fifth Plain Creek Bridge #230
 CRP #332422
 Professional Engineering Services for the design and
 construction of a new bridge over Fifth Plain Creek and
 associated roadway improvements.**

Agreement Type (Choose one)

- Lump Sum**
 Lump Sum Amount \$ _____
- Cost Plus Fixed Fee**
 Overhead Progress Payment Rate _____ %
 Overhead Cost Method
 Actual Cost
 Actual Cost Not To Exceed _____ %
 Fixed Rate _____ %
 Fixed Fee \$ _____

DBE Participation
 Yes No _____ %

Federal ID Number or Social Security Number **91-1324129**

Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date 12/31/2015
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- Specific Rates Of Pay**
 Negotiated Hourly Rate
 Provisional Hourly Rate
 Cost Per Unit of Work

Total Amount Authorized \$	<u>403,656.00</u>
Management Reserve Fund \$	<u>40,365.00</u>
Maximum Amount Payable \$	<u>440,021.00</u>

Index of Exhibits

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment – Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment – Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment – Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input checked="" type="checkbox"/> Exhibit D-4 Payment – Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit E-1 Fee – Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee – Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification – Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this 27th day of JUNE, 2013,
 between the Local Agency of Clark County, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CPR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or its employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1 (a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

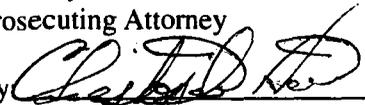
XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

APPROVED AS TO FORM ONLY:

Anthony F. Golik
Prosecuting Attorney

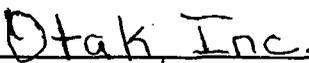
By:  _____

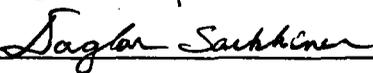
Christopher Horne
Deputy Prosecuting Attorney

FOR CLARK COUNTY, WASHINGTON

By:  _____

Peter Capell, P.E.
Public Works Director/County Engineer

FOR:  _____

By:  _____

TITLE:  _____

Exhibit A-1
Scope of Work
May 2, 2013
Clark County
Fifth Plain Creek Bridge #230 Bridge Replacement
Design and Construction Phase Authorization

INTRODUCTION

The purpose of the project is to construct a replacement bridge over Fifth Plain Creek on NE 88th Street along with the necessary associated roadway improvements bringing the bridge width and immediate roadway approaches up to the current standards for a Rural Major Collector (R-2). Stormwater collection, conveyance, treatment and volume control will be included; however it is the goal of the project to minimize the extent of stormwater improvements. The bridge is located in a floodplain and the design of the new bridge must balance floodplain impacts along with stormwater and roadway requirements.

Environmental permitting for the project will be necessary as well as potential mitigation for impacts to the stream, riparian areas and potential wetlands.

The following work is included in this scope.

Scope of Work

Task 1.0: Project Management and QA/QC

These tasks will be performed by the consultant team and will include:

Task 1.1: Project Management

The Project Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This project management task includes the following work activities:

- Develop Project Management Plan that includes a summary of project team contracts, budgets, schedule milestones, and deliverables.
- Prepare and facilitate Kick-Off Meeting with County and consultant team to communicate the project goals, timeline, design criteria, project management, project protocols, and review procedures. The approach for roadway design, bridge design, stormwater management, stream hydraulics, environmental permitting, review/approvals, utility coordination, constructability reviews, cost estimating, and stakeholder involvement responsibilities will also be discussed (1 meeting, 2 hours max).

- Project meetings will include design and coordination meetings with the County. Meeting decisions will be documented and action items will be assigned to ensure timely resolution. The following meetings are assumed:
 - Progress meetings with the County project manager through final design. Assume meetings through the design and permitting phase of the project at critical times (Scope assumes twelve (12) meetings).
 - Regular internal design and permitting coordination meetings with the project team at Otak's office during the active design process (Scope assumes 16 meetings).
 - Design Review meetings are covered under individual design submittal task items.
- Otak to provide management, coordination, and direction to the project team (assumes up to 60 hours for this phase).
- Monthly Status reports (e-mail format) from Otak project manager to Clark County project manager communicating tasks completed, anticipated tasks for the coming weeks, and input required from the County.
- Preparation and ongoing maintenance of a comprehensive schedule with individual task milestones, task duration, individual responsibilities of subconsultants and County staff, agencies, utilities, etc.
- Monthly progress reports to be submitted with billings. Monthly progress reports will reflect hourly/percent complete progress for each activity and identify budget status and tasks performed to date during the billing period.

Task 1.2: Quality Control

The Project Team will develop and execute the QA/QC plan in accordance with the plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. The quality assurance reviews will include leads from each technical discipline. It is the consultant's obligation to notify the County of potential design errors at the earliest possible occasion for review and resolution in accordance with the standard of care. This project management task includes the following work activities:

- Develop project quality assurance/quality control (QA/QC) plan including review responsibilities and timelines for each deliverable.
- Provide Quality control review for each deliverable prior to submittal to the County.

Meetings

- Kick-Off Meeting
- County Coordination Meetings
- Internal Team Meetings

Deliverables:

- QA/QC Plan
- QA checklists and review responses
- Monthly Status Reports
- Meeting notes from each County coordination meeting.
- Monthly invoices.
- Development and maintenance of the project schedule (Scope assumes four (4) updates).

Task 2.0 Surveying and Mapping

This task is to provide a right of way and topographic base maps to be utilized in the engineering design of infrastructure improvements. Also included is the coordination with the environmental consultant and the field location of delineated wetland areas and significant waterways / drainages.

Limits of Survey

- Field topographic survey along NE 88th Avenue for approximately 650 feet. Field survey will encompass a corridor approximately 100 feet wide at each end and 300 foot wide in the center portion.
- Field survey will extend along one driveway approximately 100 feet to facilitate design of tie in points.

Task 2.1 Research and Control

- Review Clark County database of existing control points in project area.
- Coordinate with Clark County surveyors to identify project coordinates and datum for consistency with previous survey work performed.
- Review utility as-built information and contact One-Call to request locates of underground facilities.
- Define horizontal and vertical control in the project area using conventional practices as well as RTK and static GPS procedures.
- Develop control point elevations using differential leveling.

Task 2.2 Topographic Survey and Mapping

Perform a topographic survey of the area shown in **Exhibit A-2** and made a part of this agreement. Details to be shown in this survey will include the following:

- Prepare notice of field survey for County to issue to property owners adjacent to the corridor
- Review utility as-built information and contact One-Call and request locations of underground facilities.
- Horizontal location of existing utilities, which will be marked, or can be seen above ground. I.E.'s and flow lines of sanitary sewer and storm lines. Tie culverts, manholes, catch basins and curb inlets, and show pipes sizes, material type, and direction of flow.
- Tie top, toe, water level, and ordinary high water for waterways and streams within the project area.

- Six stream cross-sections, with two outside of the survey limits shown.
- Physical features such as curbs, pavement, walkways, signs, mailboxes, driveways, drainage facilities, striping, and illumination.
- Existing bridge abutment corners, top of bridge, low chord elevation
- Residences and other structures
- Trees over 4-inches in diameter
- Striping and signs.
- Other utilities such as electrical, communication, telephone, gas, water, and related facilities.
- Locate and map wetlands and jurisdictional ditches within right-of-way as flagged by the environmental consultant.
- Locate and map geotechnical boring locations.
- Prepare base maps in AutoCAD 2010 format, at 1"= 20' scale.
- Prepare digital terrain model, and generate contours at 1-foot maximum intervals.
- Field check base mapping.

Task 2.3 Right-of-Way Development

- Locate and tie existing monumentation within project corridor to allow for right of way resolution.
- Obtain available record of survey and property deed information to assist in resolving the right of way location.
- Determine and map existing right-of-way and frontage property information based on monumentation ties and available record survey and deed information.

Task 2.4 Preparation of Legal Descriptions and Right-of-Way Plans(by County)

Task 2.5 Record of Survey

- Prepare a Record of Survey to be filed with Clark County showing Otak survey control, existing found monumentation, proposed and existing right-of-way lines, centerline monumentation, and land parcels with tax lot numbers.

Assumptions:

- The One Call Notification Center (1-800-553-4344) will be contacted by Otak a minimum of two working days prior to tying utilities.
- The datum for the surveys provided by Otak will be shown in Washington State Plane coordinates, South zone, NAD 83(91) horizontal and NGVD29(47) vertical datum's, US survey feet units. The Washington State Plane Coordinates will be converted to project datum using appropriate scale factors.
- Otak will use the survey work already performed by Clark County
- Otak will provide the County with information (i.e. names and addresses) for sending

out Rights-of-Entry Requests.

- Obtain to obtain property deeds / title reports for adjacent properties.

Deliverables:

- Copies of field notes, Trimble TGO files, raw data collector files, LDD electronic files (surface, geometry and DWG).
- Hard copy of finished sheets (22" X 34") at 1" = 20' showing the control and topographic survey and right-of-way development.
- Digital terrain model of project area.
- Record of Survey detailing existing monumentation.

Task 3.0 Utility Coordination

This Task includes work to coordinate project impacts to private utilities along NE 88th Street.

Task 3.1 Utility Impact Coordination

- Franchise Utility Kick-off Meeting – Coordinate and attend one utility meeting with power, gas, telephone, and cable providers during 30% design to discuss existing facilities, anticipated improvements, potential impacts and areas of concern, and discuss anticipated undergrounding of aerial utilities. Prepare and distribute meeting notes.
- Preliminary Utility Coordination Meetings – Meet with utility companies at 50% design stage to review preliminary plans, identify conflicts, develop action plans, and identify potholing locations. Prepare and distribute meeting notes.
- Individual Coordination – Resolve conflicts individually with the utility companies that cannot be resolved at the meeting. Provide potential conflict information to franchise utilities, public utilities, and private property owners, and coordinate for them to remove, relocate, or reconnect their facilities.
- Final Coordination Meeting – Meet with utility companies at the County at 95% Design stage to review plans, confirm resolution of conflicts, and verify relocation schedule. Prepare and distribute meeting notes.

Meetings

- Utility Kick Off Meeting
- Preliminary Utility Coordination Meeting
- Final Coordination Meeting

Deliverables

- Meeting notes
- Inclusion of utility coordination items in plans and specifications

Task 4.0 Public Involvement Program

The purpose of this task is to coordinate with private property owners and obtain information about project impacts. The County will lead this effort, with the following scope required from the Consultant:

Task 4.1 Meeting with Property Owner

- Attend one meeting with the property owner to discuss impacts and potential coordination items. This will occur during the TS&L design phase.

Task 4.2 Exhibits

- Prepare exhibits and graphics as necessary for Public Outreach and Property owner coordination.

Meetings

- Coordination meeting with County staff concerning exhibits(one meeting)
- Meetings with stakeholder property owner (1 meeting)

Deliverables:

- Property Owner Meeting Documentation
- Exhibits and Graphic displays for Public Outreach

Task 5.0 Wetlands

Task 5.1 Project Site Wetlands & Waters Delineation

Consultant will delineate wetland boundaries and ordinary high water (OHW) of Fifth Plain Creek within a defined study area at the project site. Wetland boundaries will be delineated according to the *Corps of Engineers Wetlands Delineation Manual* and the methods and criteria described in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region*. OHW will be delineated following the latest guidance from the Washington Department of Ecology¹ and U.S. Army Corps of Engineers.

Both wetland boundaries and OHW will be flagged at approximately 30-foot intervals, or as necessary, with wire flags or wood stakes. Wetland boundary flags will be labeled alpha-numerically to designate a specific wetland and flag location. Two photographs will be taken at each wetland area, one showing the wetland and the other showing the upland. Likewise, photographs will be taken to show the position of OHW on the streambanks. Data will be collected at a minimum of two data plots for each wetland.

A wetland and stream assessment report will be prepared that includes sections detailing site conditions, methods used to delineate wetlands, description of on-site soils and water, and findings that include wetland classification and ratings. A rating will be determined for each delineated wetland using the Washington State Department of Ecology wetland rating system. Graphics will be included to provide a clear representation of site conditions and findings.

Functional assessment of wetlands to be affected by the project will be conducted to determine mitigation needs and support permit applications. The functional assessment will be conducted using the Washington Department of Ecology’s *Methods for Assessing Wetland Functions*.

The delineation of wetland boundaries by PBS represents our best professional evaluation of current and historical site conditions. The delineation is subject to review and concurrence by the regulatory personnel from local and federal jurisdictional agencies.

Consultant will submit an application for a wetland predetermination with the county to obtain concurrence with the delineated wetland boundaries.

Deliverables:

- Consultant will provide Draft wetland and stream assessment report in Word format to County staff for review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final wetland and stream assessment report to the County.
- Additional copies of the wetland and stream assessment report will be provided for the permit application submittals.

Assumptions:

1. Routine methodology can be used to delineate on-site wetlands.
2. The area of potential effect (i.e., study area) will be approximately 3 acres.
3. Field work to perform the on-site wetland delineation and survey can be completed within 8 field hours.
4. Access to the site and site conditions will not prevent work from being completed in the allotted time. The County will obtain permission from the landowner to access property adjacent to the right-of-way.
5. No violations have occurred to on-site wetlands.
6. A site visit will be required for the wetland predetermination.

Task 6.0 Permitting

Consultant will prepare applications and supporting environmental documents for local, state, and federal permits required for the project. The following permits or approvals are anticipated for the project:

County	State	Federal
Floodplain	401 Water Quality Certification	404 Permit

Habitat	Hydraulic Project Approval
Wetland	Environmental Classification
Shoreline	Summary
SEPA Determination	

Task 6.1 Design Coordination

Consultant will work closely with the design team and County staff to provide guidance during the design phase of the project and obtain information necessary for permit submittals. This task includes the following:

- Coordinating with the consultant team and County (e.g., Project Team meetings)
- Providing guidance to engineers during the design phase to ensure project designs comply with regulatory guidelines
- Preparing a detailed project description, which will be common to all permit submittals
- Documenting avoidance and minimization measures
- Documenting impacts

Deliverables:

- None. The project description, avoidance and minimization measures, and any other text prepared under this task will be presented to the County as part of one or more of the draft submittals for other permitting tasks.

Assumptions:

1. Environmental lead will attend up to 6 Project Team meetings beginning in May 2013.

Task 6.2 SEPA Checklist

Consultant will prepare a State Environmental Policy Act (SEPA) Checklist. The checklist is required to demonstrate compliance with SEPA and identify whether the project has any significant environmental impacts.

Deliverables:

- Consultant will provide a Draft SEPA Checklist, in electronic format, to County staff for review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final SEPA Checklist to the County.

Assumptions:

2. None.

Task 6.3 Shoreline Permit

- Consultant will submit an application to schedule the County Pre-application Conference. One on-site meeting with local, state, and federal regulatory agencies will be held to discuss the project.
- Consultant will order the Developer's GIS packet, Priority Habitat and Species data, and any other materials necessary for the permit applications.
- Consultant will prepare narrative text to address compliance with the Clark County Shoreline Master Program (SMP). The narrative will demonstrate compliance with the goals and policies of the SMP and applicable regulations in the Clark County Code and Washington Administrative Code.
- Consultant will prepare a critical areas permit. Critical areas identified at the Fifth Plain Creek bridge include riparian habitat, floodplains, and wetlands. The critical areas report will include the identification and description of all critical areas and buffers on the site and an evaluation of the habitat functions using the Clark County Riparian Habitat Field Rating Form. In addition, the report will include an assessment of areas impacted by the

proposed bridge replacement and a written response to the applicable performance standards and approval criteria to include adequate mitigation as needed to satisfy these criteria. Consultant will prepare a mitigation plan for impacts to riparian habitat based on information provided by the County. Impacts to floodplains and wetlands will be based on the project plans and hydraulics reports. A mitigation plan to offset impacts to wetlands is described elsewhere in this scope of work.

- Once permit applications have been submitted, Consultant will communicate regularly with the regulatory agencies to assess the status of the approval process and ensure that questions are answered promptly.

Deliverables:

- Consultant will provide agency meeting minutes or summaries in a PDF format delivered to County staff via email.
- Consultant will provide Draft versions of permit application, shoreline narrative, and critical areas report, in electronic format, to County staff for review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final permit application, shoreline narrative, and critical areas report.
- Additional copies of all documents will be provided for the permit application submittals.

Assumptions:

1. Critical areas within the area of potential effect include Flood Hazard Areas, Riparian Habitat Conservation Areas, and Wetlands.
2. Only the PBS Environmental Lead will attend the Pre-application Conference and agency meetings.
3. Total time for meeting and communicating with agency staff will not exceed 20 hours.
4. PBS will prepare meeting minutes or summaries of agency meetings.
5. No changes in the project design will occur once the draft permit application, shoreline narrative, and critical areas report have been completed.
6. County will pay all permit fees.

Task 6.4 JARPA

Consultant will prepare a Joint Aquatic Resources Permit Application (JARPA) for submittal to the U.S. Army Corps of Engineers (Corps), Washington Department of Fish and Wildlife.

Deliverables:

- Consultant will provide agency meeting minutes or summaries in a PDF format delivered to County staff via email.
- The JARPA application will include detailed project drawings in the format specified by the Corps of Engineers

- Consultant will provide a Draft JARPA, in electronic format, to County staff for review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final JARPA.
- Additional copies of the JARPA will be provided for the permit application submittals.

Assumptions:

1. The project will be permitted using one or more nationwide permits.
2. Consultant will prepare meeting minutes or summaries of agency meetings.
3. Total time for meeting and communicating with agency staff will not exceed 8 hours.
4. The Corps will require backup documentation including a detailed project description and in-water work plan, Wetlands and Waters Delineation Report, a Hydraulics Analysis, and a Mitigation Plan.

Task 6.5 Wetland, Stream & Habitat Mitigation Plan

Consultant will prepare a mitigation/monitoring plan for jurisdictional wetlands and waters affected by the proposed development. The plan will include measures to restore areas temporarily disturbed during construction, as well as propose compensatory mitigation for any permanent loss of wetlands, riparian habitat, or floodplain storage. Mitigation for permanent impacts may occur off-site and will be based on information provided by the County, which will include the location for the proposed mitigation and a planting plan. The mitigation plan will include the following:

- Project description
- Functional assessment summary
- Site conditions
- Restoration of streambeds and banks disturbed by construction
- Discussion of site selection methods, site constraints, and design assumptions
- Goals, objectives, and success criteria
- Monitoring plan
- Maintenance and contingency plan
- Mitigation site plans, including a discussion of the general site design, grading plans, planned water regime, soils, and landscape plans
- Approach, including mitigation sequencing, goals, and actions
- Existing conditions at the proposed mitigation site
- Site protection mechanism

Consultant will work with County staff to establish mitigation goals, objectives, and success criteria, maintenance measures, monitoring schedule, and contingency plans.

Deliverables:

- Consultant will provide a Draft wetland, stream, and habitat mitigation plan in Word to County staff for review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final wetland, stream, and habitat mitigation plan to the County.
- Additional copies of the Final wetland, stream and habitat mitigation plan will be provided for the permit application submittals.

Assumptions:

1. Impacts to the streambed associated with demolition and construction of the bridge will be largely self mitigating as the new bridge will result in an improvement in stream functions over the existing condition. Floodplain impacts may also be self mitigating.
2. Mitigation for permanent impacts to wetlands, riparian habitat, and floodplains will occur at a location identified by the County. The county will also prepare the planting plan including species, plant numbers, plant type, and planting locations.

Task 6.6 NEPA Support

An Environmental Classification Summary (ECS) will be required to comply with Federal Highway Administration (FHWA) requirements under the National Environmental Policy Act (NEPA). The County will prepare the ECS, and Consultant will prepare all supporting documents. Anticipated supporting documents include a wetland discipline report, floodplain discipline report, socioeconomic memorandum, hazardous materials memorandum, and Troutdale Sole Source Aquifer checklist. Consultant will meet with County and WSDOT staff during the outset of the project to confirm the documentation needs for the ECS. The reports and memoranda will be based on the wetlands and stream assessment report, hydraulics report, online resources, and construction plans. Consultant will provide draft copies of all supporting documents to the County for review. Upon making any necessary changes to the draft documents, Consultant will provide the final documents to the County for submittal to WSDOT.

Deliverables:

- Consultant will provide Draft NEPA supporting documents in Word format to County staff for review and comment.
- Consultant will provide one PDF copy and one hard copy of the Final NEPA supporting documents to the County.

Assumptions:

1. Consultant will participate in up to 2 meetings with WSDOT to discuss the project.
2. Supporting documents shall include a wetlands discipline report, floodplain discipline report, socioeconomic memorandum, hazardous materials memorandum, and Troutdale Sole Source Aquifer checklist.
3. A Phase 1 Environmental Site Assessment will not be required.
4. Reports and memoranda shall be prepared using WSDOT templates.

Task 7.0 Offsite Mitigation (Contingency)**Task 7.1 Wetlands and Waters Delineation**

Consultant will delineate wetland boundaries and ordinary high water within the wetland and habitat mitigation site. A wetland and stream assessment report will be prepared and functions of the existing mitigation site assessed. All work will be performed following the same methods as proposed for the project site.

Deliverables:

- Consultant will provide Draft wetland and stream assessment report in Word format to County staff for their review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final wetland and stream assessment report to the County.
- Provide OHWM and wetland boundaries in GIS layers as specified in CCC Table 40.450.030-1.

Assumptions:

1. The mitigation area will be no more than one acre and will be within 3 miles of the project site.
2. Routine methodology can be used to delineate on-site wetlands.
3. Field work to perform the on-site wetland delineation and survey can be completed within 6 field hours.
4. Access to the site and site conditions will not prevent work from being completed in the allotted time.
5. No violations have occurred to on-site wetlands.
6. A site visit will be required for the wetland predetermination.

Task 7.2 Cultural Resources

Consultant will perform an archeological study for this site following the same methods as proposed for the project site.

Deliverables:

Preparation of a cultural resource survey report with maps and photographs. Draft and final reports will be submitted.

Assumptions:

The mitigation area will be no more than one acre and will be within 3 miles of the project site.

Task 7.3 Additional Survey

Consultant will perform additional survey work at the offsite mitigation site to locate wetland delineations and any cultural resource finds. It is assumed that there is an existing survey and base map for the site with verifiable survey control. All work will be performed following the same methods as proposed for the project site.

Deliverables:

- An update survey and basemap for the mitigation site

Assumptions:

The mitigation area will be no more than one acre and will be within 3 miles of the project site.

A current survey and base map exists for the new site.

Task 8.0 Cultural and Historical Analysis

This task is to provide a cultural resource/archaeological survey to meet federal, state, and local compliance. The study is designed to meet the requirements of Section 106 of the National Historic Preservation Act and the Clark Countys' archaeological ordinance. The survey would also be done to meet the standards and guidelines of the Washington Department of Archaeology and Historic Preservation.

The survey will include both sides of NE 88th Street as shown in the APE noted in Exhibit A-2

The cultural resource survey will focus on the archaeological potential with the exception of one buildings associated with the nearby residence. The archaeological field work will include a pedestrian survey using transects spaced 33 to 50 feet apart and shovel testing where the surface visibility is inadequate to determine whether an archaeological site is present.

The tasks will include the following.

- Identification of the Area of Potential Effect (APE) and submittal of a map to the

- Agencies and Tribes for approval. (By County)
- Background review of the previous studies conducted in the vicinity.
 - A systematic pedestrian archaeological survey of the corridor walking transects spaced 10 to 15 meters apart.
 - Excavation of up to 8 shovel tests using ¼-inch hardware cloth for screening. No artifacts would be collected.
 - A historic resource survey of all buildings 45 years in age or older on property within the project's APE. An inventory form will be prepared for each historic resource and the forms will be included in the report appendix. The electronic data file containing all the forms will be provided to DAHP.

Deliverables:

- Preparation of a cultural resource survey report with maps and photographs. Draft and final reports will be submitted. Historic resource forms will be appended to the report and forms will be submitted in paper, PDF, and Access data file format. The DAHP now requires that inventory and site forms be provided electronically, and all reports must be submitted in PDF format on a CD, along with paper copies.

Task 9.0 Geotechnical and Pavement Design Services

This task involves geotechnical investigations and analysis to evaluate subsurface conditions, slope stability hazards and make recommendations for bridge pier/abutment design, groundwater evaluation, if any, evaluate subsurface conditions for stormwater treatment facilities as well as determine roadway pavement section requirements.

In order to evaluate site-specific geotechnical conditions, the consultant will conduct a geotechnical investigation consisting of research, reconnaissance, subsurface explorations, laboratory testing, engineering analyses, and consultation, as outlined below.

- Review readily available geologic maps and water well logs that cover the site vicinity, and other reports provided by the County, for general information regarding subsurface soil, rock, and groundwater conditions, and geologic hazards.
- Prepare traffic control plans, submit plans to the County for review, and implement approved traffic control plan during field work.
- Mark proposed exploration locations in field and complete public utility locates.
- Conduct field explorations, including:
 - Drilling two borings (one near each proposed abutment) to depths up to 75 feet below grade, or until 25 feet of relatively competent materials are penetrated,

- whichever is deeper, to characterize subsurface soil and groundwater conditions at the abutments.
- Drilling two borings (one within each approach embankment) to a depth of 25 feet below grade to characterize subsurface soil and groundwater conditions along the approach embankments and develop a subsurface cross-section to evaluate abutment stability.
 - Drilling up to two borings to depths up to 15 feet below grade to characterize subsurface soil conditions at potential infiltration system locations.
 - Obtaining soil samples at 2.5- or 5-foot depth intervals by driving split-spoon samplers in accordance with the Standard Penetration Test procedure.
 - Maintaining a log of the soils encountered in the borings and collecting soil samples for laboratory testing.
 - Backfilling the exploration holes in accordance with Ecology regulations, and patching the surface with asphalt or gravel.
 - Collecting and hauling all soil spoils from the site.
- Conduct field infiltration testing in two of the boreholes at depths directed by stormwater designer.
 - Conduct a series of geotechnical laboratory tests on selected soil samples obtained from the explorations to evaluate the engineering and index properties of the site soils. The specific tests conducted will depend upon actual conditions encountered, but we anticipate our testing will include up to 20 moisture content, 5 density, 4 Atterberg limits, 1 direct shear, 4 sieve analysis, 2 fines content, and 1 consolidation tests. Additionally, up to two suites of tests to evaluate soil corrosion potential may be performed.
 - Conduct engineering analysis to evaluate seismic hazards, ground settlement, slope stability, pavement design, and foundation alternatives.
 - Prepare a draft report outlining our findings and recommendations, including information related to the following:
 - Subsurface soil and groundwater conditions;
 - Seismic hazards, including estimates of liquefaction-induced ground settlement;
 - Ground settlement hazards, including estimates of consolidation-induced ground settlement;
 - Site preparation and grading;
 - Lateral earth pressures;

- Foundation design alternatives and parameters; and
 - Pavement design.
- Prepare a final report incorporating comments from the project team on the draft report;
 - Participate in up to two project team coordination meetings to review and discuss geotechnical issues having an impact on the bridge project.
 - Provide geotechnical project management and support services, including coordinating staff and subcontractors, invoicing, and conducting phone consultations and email communications with the County and the design team.

Deliverables:

- Electronic (PDF) copies of the draft geotechnical engineering report
- Five hard copies and an electronic (PDF) copy of the final geotechnical engineering report incorporating County and design team comments.

Assumptions:

- The County will provide right-of-access to the property.
- If needed, the County will provide street use or right-of-way permits at no charge.
- Disposal of contaminated soil and decontamination of drilling equipment are not included in this scope of work. If contaminated materials are encountered, then additional costs will be incurred.
- Prevailing wages will apply to subcontractors (e.g. driller and traffic control).
- Field explorations and infiltration testing will be completed in 2.5 days.

Task 10.0 Stormwater Analysis

Applicable Standards:

Stormwater analysis and design will be developed in accordance with the following:

- Clark County Code 40.385

- Washington State Department of Ecology Stormwater Management Manual for Western Washington, 2005 edition (Ecology Manual).

Task 10.1 Stormwater Data Collection

Consultant will obtain and review existing information regarding flow patterns, facilities, and water resource deficiencies within the project limits and for the tributary basin. Otak will perform the following work element activities:

- Conduct a site visit to verify existing stormwater features.
- Utilize GIS and site survey information to establish existing drainage basins and flow patterns.
- Review the Natural Resources Conservation Service soil characterization mapping to establish existing soil types.
- Review the amount of new and replaced impervious surfaces for the project to determine which minimum requirements will apply to each TDA.

Task 10.2 Project Site Hydrologic Analysis/ Stormwater Facility Sizing

Hydrologic models will be developed for estimating flow rates for each runoff treatment and flow control facility proposed for the project site. All facilities, including on-site stormwater management BMPs and LID if applicable, will be designed to meet the requirements of the CCC 40.3285. Specifically, the tasks in this section include:

- Evaluate existing drainage conditions, structures, and facilities.
- Delineate catchment and Threshold Discharge Area (TDA) boundaries for each facility (this site will have only one TDA).
- Determine potential locations for treatment facilities within the project site. Assume up to three facilities may be needed.
- Develop existing conditions hydrologic models using WWHM or an equivalent hydrology model.
- Develop proposed conditions model for each TDA using WWHM or an equivalent hydrology model.
- Determine design flow rates for sizing treatment facilities.
- Size each treatment and flow control facility and determine the approximate land area requirements.

Task 10.3 Onsite Stormwater Collection and Conveyance

Onsite stormwater collection and conveyance systems shall meet the requirements of the Clark County Stormwater Manual. The scope of work in this task includes:

- Delineation of basins tributary to each collection system.
- Calculation of flow rates for the 10-year, 25-year, and 100-year storm at each collection point.
- Design of collection and conveyance systems.

Assumptions:

- Site includes only one TDA.
- The soils within the project area are not receptive to long term infiltration as a means for stormwater disposal.
- Up to three treatment/flow control facilities will be located within the existing road right-of-way or new right-of-way associated with the street improvements.
- Facilities will be designed per CCC 40.385 and the Ecology Manual.
- LID facilities will be designed using the Puget Sound Action Team's LID Manual.
- Runoff treatment facilities will be designed to treat for phosphorus.
- Documentation of the facility designs shall be provided in the Stormwater Report.
- No more than two revisions to facilities will be required as part of project development.

Task 10.4 Stormwater Report (TIR)

A draft and final stormwater (TIR) report shall be prepared describing the analysis in Tasks 10.1 and 10.3. The report will include the following:

- An introduction describing the contents and summary of the analyses;
- Separate sections with narratives for each analysis completed;
- Tables that summarize the data and the results;
- Exhibits depicting conveyance and treatment facility layout;
- Identification of additional research required;
- Recommendations; and
- Supporting calculations.

The draft report will be submitted to the County for review. Revisions will be made, and a final report will be delivered to the County.

Assumptions:

- The report will follow the submittal requirements in the Clark County Stormwater Manual.
- An electronic copy and two hard copies will be provided to the City for both the draft and final copies.
- Two reviews of the report may be required.
- Report sections are anticipated to include pavement drainage, on-site conveyance, flow control, and runoff treatment facility sizing.

Task 10.5 Stormwater Pollution Prevention Plan

The 5th Plain Bridge project will likely disturb more than 1 acre of land. Per the Dept. of Ecology and Clark County, a Stormwater Pollution Prevention Plan (SWPPP) will be required. This task is to prepare a SWPPP and file the required Notice of Intent (NOI) with Dept. of Ecology, and will include the following:

- A narrative that documents and justifies the pollution prevention decisions made for the project.
- Seasonal work limitations.
- How each of the 12 elements of ESC as listed in the SMMWW will be met.
- Calculations supporting the design of sediment traps, ponds, or other measures if applicable.
- The draft SWPPP will be submitted to the City for review. Revisions will be made, and a final SWPPP will be delivered to the City.
- Complete Notice of Intent Application for DOE, County will submit.
- Write Public Notice for Publication in Columbian for two consecutive weeks (County will Submit)
- Make copies of SWPPP and supply to contractor for documentation during construction

Assumptions:

- One review of the SWPPP will be required.

Deliverables:

- Alternatives Analysis Technical Memo
- Draft and Final Stormwater Report (Hard copy and PDF)
- Draft and Final SWPPP
- Paper copy of SWPPP submitted to Contractor at Pre-Construction Conference
- Electronic submission of NOI

Task 11.0 Hydraulic Design

This task includes the hydraulic analysis and design services for developing the hydraulic design of the bridge opening and for any necessary stream design and design of bank protection.

Task 11.1 Data Collection

- Collect and review available information on Fifth Plain Creek and the existing crossing, including previous study reports, Federal Emergency Management Agency (FEMA) documentation, as-built plans, bridge inspection reports, available survey data, and available geotechnical information.

Task 11.2 Site Investigation and Channel Stability Assessment

- Conduct a site investigation to record observations, gather field measurements, and take digital photographs.
- Record observations of the following:
 - a. the general characteristics of Fifth Plain Creek and adjacent floodplain in the vicinity of the bridge
 - b. the lateral and vertical stability of the channel
 - c. lateral and vertical controls
 - d. channel and floodplain roughness
 - e. bed material characteristics
- Collect up to one sediment sample in the field for subsequent sieve analysis. Sieve analysis will be conducted by the geotechnical consultant.
- Refine the necessary survey requirements for the hydraulic modeling in the field.
- Evaluate the vertical and lateral stability of the channel, based on the field investigation. In particular, evaluate the potential for upstream channel adjustments (headcutting) following removal of the existing grade control.

Task 11.3 Hydrologic Analysis

- Review available hydrologic information and data sources to determine the most appropriate method to develop the design flows.
- Calculation of peak discharges for the 2-year through 500-year floods as well as any flows necessary for meeting fish passage requirements.

Task 11.4 Hydraulic Analysis

- Perform a hydraulic analysis of Fifth Plain Creek in the vicinity of the bridge using the U.S. Army Corps of Engineers HEC-RAS computer software to evaluate existing conditions and up to three (3) project conditions for a range of flows up through the 500-year event.

- Coordinate with the bridge engineers and environmental consultant on the design of the bridge opening, stream channel design, and design of bank protection.
- Prepare of a local floodplain permit application for submittal to the County.

Task 11.5 Scour Analysis

- Conduct a scour analysis following the guidelines as outlined in HEC-18, Evaluating Scour at Bridges (Fifth Edition) to support the design of the bridge foundation and necessary scour countermeasures.
- Evaluate long-term degradation potential based on field evaluation, bridge inspection reports, and any other historical information on the channel in the vicinity of the bridge
- Calculate general (contraction) scour, and local (abutment) scour if not prevented with revetment.
- Coordinate with the bridge and geotechnical engineers on the design of the bridge foundation and scour countermeasures.

Task 11.6 Design of Stream Channel and Scour Countermeasures

- Develop a design for stream channel reconstruction following removal of the existing concrete slab (grade control).
- Perform riprap design calculations to determine the gradation and thickness of riprap revetment that will be required to protect the new bridge abutments.
- Coordinate stream channel and revetment design with the bridge designers.

Task 11.7 Temporary Water Management

- Calculate a range of flow rates for design of temporary water management facilities and recommend the most appropriate one for the project site.
- Coordinate with the bridge designers on limits of work area isolation.
- Develop hydraulic design recommendations for temporary water management facilities to isolate in-stream work areas.

Task 11.8 Hydraulics Report

Prepare a Draft Hydraulics Report that documents the hydraulics analysis and design, and submit for review.

Prepare a response to review comments and incorporate changes into a Final Hydraulics Report.

Deliverables:

- Draft and Final Hydraulics Report (Hard copy and PDF)
- Electronic copy of the HEC-RAS model used for the hydraulic analysis

Assumptions:

- Design discharges will be developed without the use of hydrologic modeling.
- The bridge can be designed to meet a “no-rise” condition.
- Compensatory storage requirements to mitigate for any fill placement within the 100-year floodplain can be mitigated locally through opening up the existing crossing and local floodplain benching.

Deliverables:

- Draft and Final Hydraulics Report (Hard copy and PDF)
- Electronic copy of the HEC-RAS model used for the hydraulic analysis

Task 12.0 Right-of-Way Acquisition

Right of Way acquisition services including Right of Way plans are not part of this scope as they will be provided by the County.

Task 13.0 Alternatives Analysis

The purpose of this work element is to allow the team to develop and evaluate alternatives so that decisions can be made on moving forward with a preferred alternate. The development of alternatives is a multi-disciplined effort

Task 13.1 Alternatives Analysis – Roadway, Civil

- Develop roadway profiles, road tapering options, guardrail options, field access options, utility considerations and study driveway impacts so alternatives can be considered. Site distance, design speed, future development etc. will be considered in the roadway alternatives.

Task 13.2 Alternatives Analysis - Stormwater

- Develop various treatment and detention (including no treatment) alternatives depending on the level of new and improved pervious surface.

Task 13.3 Alternatives Analysis – Hydraulics, stream channel

- Develop options for the stream channel reconstruction as it relates to opening width and bridge length, flood elevations, headcutting potential and scour potential.

Task 13.4 Alternatives Analysis - Bridge

- Develop up to five bridge type alternatives with varying depths and span configurations for the crossing. One of the goals is to minimize the amount of road approach work, due to stormwater impacts as well as funding limitations.

Task 13.5 Alternatives Analysis – Environmental Impact Mitigation

- Develop mitigation requirements and preliminary options for mitigation that would be associated with each road/bridge alternative.

Task 13.6 Alternatives Analysis – Cost Preliminary Cost Estimating and Presentation Matrix

- Develop preliminary/conceptual construction cost estimates for each alternative
- Develop preliminary plans and profiles for each roadway/bridge alternative
- Develop a matrix summarizing the alternatives with each parameter/criteria listed with a weighting method used to assist in evaluating the options.
- Attendance at meeting discussing the alternatives and providing assistance to the County in the selection of a preferred alternative

Deliverables:

- Draft and Final Alternatives Analysis Report.

Task 14.0 Type, Size and Location (TS&L) Report

This work element is begun after the preferred roadway/bridge alternative has been selected. This task will develop the design to an approximate 30% level. The primary use of this submittal is for project team review, advancing the ROW plans for property acquisitions, confirming the location of environmental boundaries, determining preliminary environmental impacts and property impacts, roadway safety features designed, providing information to utility providers for conflict review and to communicate project assumptions and challenges. The TS&L Report will include the information that is typically found in a Roadway Project Design Report. Specific items completed in this task are:

- Preliminary vertical and horizontal layout of the road alignment including tapers
- Preliminary cut/fill catch points
- Preliminary bridge plans including substructure and superstructure layouts and cross sections
- Preliminary retaining wall plans
- Preliminary driveway impacts and field access impacts.

- Drainage analysis and drainage layout
- Delineated Wetland Locations
- Natural Resource Buffer locations
- Preliminary Limits of Work (APE)
- Preliminary Stormwater facility locations
- Preliminary mitigation locations
- Preliminary utility conflicts and relocations
- Roadway typical sections
- Preliminary erosion control plan
- Aerial photograph with project line work
- Preliminary summary of quantities and engineers estimate

Deliverables:

- Draft and Final TS&L Report.

Task 15.0 Permit Plans (60% Design)

This task creates a submittal that will be complete to the level where Environmental Permitting can complete and submit all “primary” permits for the project. The permits relate to protected species, wetlands, streams/waterways and stormwater. This submittal is also used to further advance the ROW plans for property acquisitions. It should be noted that the level of plan completeness for the stormwater treatment, stream restoration, wetland impacts, and mitigation will be at an approximate 90% level for this submittal. Bridge details, roadway details, guardrails, utility supports, specifications, etc. will be at an approximate 60% complete level. The tasks associated with this work include:

- Refine horizontal layout using selected cross sections, incorporating County comments from the TS&L review, environmental constraints and right of way.
- Cut cross-sections through the surface model of existing ground.
- Develop proposed horizontal alignments, including engineering stationing, horizontal curve control points, and horizontal curve data.
- Develop proposed vertical alignments, including engineering stationing, grades, vertical curve control points, and vertical curve data.
- Develop finished grade templates to model the proposed street section.
- Develop proposed lane lines.
- Establish catch points and retaining wall locations to establish project footprint and extent of environmental impacts.
- Quantify wetland impacts for environmental permits.
- Identify location and conceptual size of stormwater management facilities.
- Develop stream reconstruction and scour stabilization plans
- Structural calculations for substructure and superstructure of bridge
- Develop bridge details

- Finalize bridge layout and profile plan
- Develop 60% Design Plans for submittal to County.

Assumptions:

- The following sheets are assumed to be included in the 60% Plans (Scale is based on 11”x17” sheet size):

Plan Sheet Name	#	Scale
Cover Sheet	1	NTS
General Notes, Index, and Legend	1	NTS
Typical Sections	2	NTS
Roadway and Storm Drainage Plan and Profile	4	1"=40'
Bridge Plans	8	1"=40'
Detour and Road closure Plan	1	1"=40'
Stream Reconstruction Plan	2	1"=40'
Stormwater Facility Plans and Details	2	1"=20'
Existing Condition Plans	3	NTS
Mitigation Plans	4	1"=40'
Landscape Plans	4	1"=40'
Total Sheets	32	

Deliverables:

- Permit Plans (60%)

Task 16.0 95%, 100% PS&E

The purpose of this work element is to prepare final plans, special provisions and estimate for bidding. This work element includes the following tasks:

- Update templates, surface model, and other design elements to incorporate comments from the 60% Plan review.
- Update roadway sections according to County comments and refined designs.
- Update Plans and add detail to address comments on the 60% Plans.
- Prepare bridge reinforcing details, piling details and abutment details.
- Final girder design and detailing
- Finalize plan layout and details.
- Final bridge barrier and guardrail transitions detailed

Fifth Plain Creek Bridge #230 Replacement, May 2, 2013

- Incorporate stream relocation plans and costs into final submittal package.
- The 100% Plans will be routed for a final check by the County to confirm review comments have been addressed prior to issuing the stamped and signed Plan Set. A conference call with the County will confirm the completeness of the Plans or additional edits to be completed. Consultant will then submit the stamped and signed set of Plans to the County.
- Prepare the 100% Contract Provisions consisting of Amendments, General Special Provisions (GSPs) and project specific special provisions.
- Prepare the 100% Cost Estimate for the project. Consultant will update the record of quantity calculations and unit cost development according to the revised plans and current pricing information.

Assumptions:

- The design will not change substantially after the completion of the 60% Design
- The following sheets are assumed to be included in the 100% Plans (Scale is based on 11"x17" sheet size):

Plan Sheet Name	#	Scale
Cover Sheet	1	NTS
General Notes, Index, and Legend	1	NTS
Erosion Control Plans	2	1"=40'
Typical Sections, Signing and Striping Plans	5	NTS
Roadway and Storm Drainage Plan and Profile	4	1"=40'
Bridge Plans	14	1"=40'
Detour and Road closure Plan	1	1"=40'
Stream Reconstruction Plan	3	1"=40'
Stormwater Facility Plans and Details	2	1"=20'
Utility Support Plans (on Bridge)	1	1"=1'-0
Guardrail and Guardrail Transition Plans	2	1"=20'
Mitigation Plans	4	1"=40'
Landscape Plans	4	1"=40'
Total Sheets	42	

Deliverables:

- Half-sized (11" x 17") paper set and electronic pdf format of the 100% Design plans.
- 100% Contract Provisions in hard copy (8 1/2" x 11") and electronic format (MS Word).
- 100% Construction Cost Estimate in hard copy (8 1/2" x 11") and electronic format (MS Word).
- Final Construction Plans (22" x 34") on bond paper, stamped and signed.
- Final Contract Provisions, with cover sheet stamped and signed.
- Final Construction Cost Estimate.
- Final Cross-section plots showing proposed roadway and existing ground.

Task 17.0 Assistance during Bid Period

Consultant will provide responses to bidders' questions and assistance to the County, including:

- Assisting County in responding to engineering questions from Bidders.
- Interpreting and clarifying the bid documents.
- Assisting the County preparing addenda.
- Assisting the County Project Manager in evaluating the bids.

Assumptions:

- The County will take the lead in fielding and responding to Bidder inquiries during the bid period.
- Addenda will be prepared by the County and issued to the Bidders.
- Consultant will respond directly only to the County, unless requested otherwise by the County.

Task 18.0 Assistance during Construction Phase

Task 18.1 Construction Staking

Consultant will provide construction staking services, including:

- Staking and offsets for all roadway work.
- Staking and offsets for all stormwater facility work.
- Surveying for the bridge structure, including foundation layout, substructure elevations and final deck elevations.

Task 18.2 Roadway/Civil

Consultant will provide the following:

- Submittal and Shop drawing review.
- Attendance at pre-construction meeting and two project meetings
- Answering field questions and RFIs.
- Site visits during critical times (2 assumed).
- Final site visit at project closeout.

Task 18.2 Geotechnical

Consultant will provide the following:

- Review project plans, specifications, and special provisions.
- Attend pre-construction meetings at the County.
- Review pile driving material and equipment submittals.
- Develop pile driving criteria based upon the contractor's proposed materials and provide up to five days of on-site pile driving observations, including preparation of daily field reports.
- Observe preparation of base of infiltration system
- Prepare a summary memorandum documenting our construction observations
- Provide geotechnical project management and support services, including coordinating field staff, reviewing and distributing daily field reports, invoicing, and conducting phone consultations and email communications with the County and the project team

Task 18.3 Bridge

Consultant will provide bridge engineer staff to assist with:

- Submittal and Shop drawing review.
- Attendance at pre-bid meeting and two project meetings.
- Answering field questions and RFIs.
- Site visits during critical times (4 assumed).
- Final site visit at project closeout.
- Load rating on completed bridge
- Initial Bridge Inspection in WSDOT WBIS format

Assumptions:

- The County will provide construction management, inspection and testing
- Duration of the construction is limited to six months
- Pile driving is limited to 5 days
- Allotment for twelve (12) four hour visits by a 2-man survey crew for the construction staking services.

Fifth Plain Creek Bridge #230 Replacement

Fee Estimate

Summary of Otak, Inc. and all subconsultants

Otak Project # 16772

Task	Description	Otak	PBS	Hart Crowser	Archeologica l Services	Total Hours	Total Budget by Task
1.0	Project Management and Q/A						
1.1	Project Management	141				141	\$20,213
1.2	Q/A	96				96	\$12,806
2.0	Survey						
2.1	Research and Control	62				62	\$5,309
2.2	Topographic Survey and Mapping	82				82	\$6,858
2.3	Right-of-Way Development	60				60	\$5,171
2.5	Record of Survey	52				52	\$5,040
3.0	Utility Coordination						
3.1	Utility Impact Coordination	46				46	\$4,078
4.0	Public Involvement						
4.1	Meeting with Property Owner	4				4	\$680
4.2	Exhibits	8				8	\$717
5.0	Wetlands						
5.1	Wetlands and Waters Delineation	3	106			109	\$10,132
6.0	Permitting						
6.1	Design Coordination	3	153			156	\$16,803
6.2	SEPA Checklist	3	28			31	\$2,928
6.3	Shoreline Permit	3	228			231	\$21,858
6.4	JARPA	3	83			86	\$7,689
6.5	Mitigation Plan	3	97			100	\$9,891
6.6	NEPA Support	3	58			61	\$6,295
7.0	Offsite Mitigation						
7.1	Wetlands and Waters Delineation	3	87			90	\$8,342
7.2	Cultural Resources	3			78	81	\$4,470
7.3	Additional Survey	55				55	\$5,090
8.0	Cultural and Historic Analysis	3			98	101	\$5,482
9.0	Geotechnical and Pavement Design	14		129		143	\$18,052
10.0	Stormwater Analysis						

Fifth Plain Creek Bridge #230 Replacement

Fee Estimate

Summary of Otak, Inc. and all subconsultants

Otak Project # 16772

<i>Task</i>	<i>Description</i>	Otak	PBS	Hart Crowser	Archeologica l Services	<i>Total Hours</i>	<i>Total Budget by Task</i>
10.1	Stormwater Data Collection	18				18	\$1,372
10.2	Hydrologic Analysis	36				36	\$2,609
10.3	Collection and Conveyance	78				78	\$6,374
10.4	Stormwater Report	63				63	\$4,883
10.5	Stormwater Pollution Prevention Plan	34				34	\$2,767
11.0	Hydraulic Design						
11.1	Data Collection	6				6	\$607
11.2	Site Investigation / Channel Stability	14				14	\$1,640
11.3	Hydrologic Analysis	16				16	\$1,481
11.4	Hydraulic Analysis	106				106	\$7,894
11.5	Scour Analysis	42				42	\$3,462
11.6	Stream Channel and Countermeasures	52				52	\$4,556
11.7	Temporary Water Management	24				24	\$1,852
11.8	Hydraulics Report	70				70	\$5,658
12.0	Right-of-Way Acquisition						
13.0	Alternatives Analysis						
13.1	Alternatives Analysis - Roadway	43				43	\$4,233
13.2	Alternatives Analysis - Stormwater	43				43	\$5,153
13.3	Alternatives Analysis - Hydraulics	22				22	\$2,966
13.4	Alternatives Analysis - Bridge	60				60	\$5,525
13.5	Alternatives Analysis - Environmental		12			12	\$1,302
13.6	Prelim Costs and Matrix	12				12	\$1,640
14.0	TS&L Report	248				248	\$23,976
15.0	Permit Plans (60%)	436				436	\$40,477
16.0	95%, 100% PS&E	229				229	\$21,616
17.0	Assistance During Bidding	9				9	\$1,119
18.0	Assistance During Construction						
18.1	Construction Staking	126				126	\$9,281
18.2	Roadway/ Civil	66				66	\$6,578

Fifth Plain Creek Bridge #230 Replacement

Fee Estimate

Summary of Otak, Inc. and all subconsultants

Otak Project # 16772

<i>Task</i>	<i>Description</i>	Otak	PBS	Hart Crowser	Archeologica l Services	<i>Total Hours</i>	<i>Total Budget by Task</i>
18.3	Geotechnical and Pavement Design					78.5	\$10,332
18.4	Bridge	194				194	\$20,363
	<i>Total Hours</i>	2697	852	207.5	176	3932.5	
	<i>Total Labor Cost</i>	\$260,840	\$81,157	\$26,692	\$8,932		\$377,621
	<i>Direct Expenses</i>	\$6,260	\$3,189	\$15,136	\$1,450		\$26,035
	<i>Subconsultant Administration</i>						
	Project Total	\$267,100	\$84,346	\$41,828	\$10,382		\$403,656

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

- A. Survey Data: *Provided by Clark County in AutoCAD Civil 3D 2013. Any survey data supplied by the consultant shall be in the same format.*
- B. Roadway Design Files: *AutoCAD Civil 3D 2013. Subfiles will be provided by Clark County for standard borders, line types, etc.*
- C. Computer Aided Drafting Files: *Drawing files (.dwg); AutoCAD 2013*
- D. Specify the Agency's Right to Review Product with the Consultant:
 The county may choose to review the product at any time in consultation with the Consultant, but standard review periods (e.g. at 50% design) are established elsewhere in the scope.
- E. Specify the Electronic Deliverables to Be Provided to the Agency:
 Preliminary Plans – PDF
 Final electronic design files – All AutoCAD drawing (.dwg) files, incl. Civil 3D files, in formats above
- F. Specify What Agency Furnished Services and Information Is to Be Provided
 Topographical survey in format above
 Roadway alignment and profile in format above

II. Any Other Electronic Files to Be Provided

- Reports – PDF*
- Specifications – Microsoft Word*
- Estimates – PDF and Microsoft Excel*
- Exhibits (for open houses, etc.) – TBD*
- GPS/GIS data – in formats matching survey data provided by Clark County*

III. Methods to Electronically Exchange Data

- A. Agency Software Suite: *Microsoft Office Professional Plus 2010*
- B. Electronic Messaging System: *Email (MS Outlook in suite above)*
- C. File Transfers Format: *An ftp site will be set up as necessary to transfer large files. In addition, files can be copied to disc for delivery if necessary.*

Exhibit D-3 Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct non-salary costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations CFR Part 31.205-46 "Travel Costs."
 - b. The billing for direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-4

Payment (Provisional Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. **Direct Non-Salary Costs:** Direct non-salary costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."
4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-2
Consultant Fee Determination - Summary Sheet
Otak Specific Rates of Pay
Fee Schedule

Classification	Hourly Rate	Overhead Rate	Profit Rate	Lowest Billing Rate
		175%	10%	
Sr. PIC/Sr. PM Civil	\$66.11	\$115.68	\$18.18	\$199.97
PIC/Sr. Project Manager Civil	\$61.36	\$107.38	\$16.87	\$185.61
Civil Engineer X	\$56.24	\$98.41	\$15.46	\$170.11
Civil Engineer IX	\$52.88	\$92.54	\$14.54	\$159.96
Civil Engineer VIII	\$48.18	\$84.32	\$13.25	\$145.76
Civil Engineer VII	\$45.15	\$79.01	\$12.42	\$136.57
Civil Engineer VI	\$42.11	\$73.70	\$11.58	\$127.39
Civil Engineer V	\$39.66	\$69.40	\$10.91	\$119.96
Civil Engineer IV	\$36.06	\$63.11	\$9.92	\$109.08
Civil Engineer III	\$33.91	\$59.34	\$9.32	\$102.57
Civil Engineer II	\$30.15	\$52.77	\$8.29	\$91.22
Civil Engineer I	\$27.74	\$48.55	\$7.63	\$83.93
Engineering Designer IV	\$31.50	\$55.13	\$8.66	\$95.29
Engineering Designer III	\$27.74	\$48.55	\$7.63	\$83.92
Engineering Designer II	\$25.98	\$45.46	\$7.14	\$78.57
Engineering Designer I	\$23.08	\$40.39	\$6.35	\$69.82
Engineering Technician V	\$31.40	\$54.95	\$8.63	\$94.98
Engineering Technician IV	\$27.26	\$47.71	\$7.50	\$82.46
Engineering Technician III	\$24.16	\$42.28	\$6.64	\$73.08
Engineering Technician II	\$21.32	\$37.31	\$5.86	\$64.49
Engineering Technician I	\$18.50	\$32.38	\$5.09	\$55.96
Sr. PIC/Sr. PM LA/Master Planner	\$69.71	\$121.99	\$19.17	\$210.87
PIC/Sr. PM LA/Master Planner	\$53.01	\$92.76	\$14.58	\$160.34
Landscape Architect V	\$38.46	\$67.31	\$10.58	\$116.34
Landscape Architect IV	\$34.86	\$61.00	\$9.59	\$105.44
Landscape Architect III	\$33.20	\$58.11	\$9.13	\$100.44
Landscape Technician III	\$24.68	\$43.19	\$6.79	\$74.66
Landscape Technician II	\$23.08	\$40.39	\$6.35	\$69.82
Landscape Technician I	\$20.74	\$36.30	\$5.70	\$62.74
Urban Designer V	\$58.88	\$103.04	\$16.19	\$178.11
Urban Designer IV	\$46.54	\$81.45	\$12.80	\$140.78
Urban Designer II	\$37.02	\$64.79	\$10.18	\$111.99
Sr. Proj. Mgr. - Planner I	\$49.63	\$86.85	\$13.65	\$150.13
Planner III	\$40.87	\$71.52	\$11.24	\$123.63
Planner II	\$32.26	\$56.46	\$8.87	\$97.59
Planner I	\$26.44	\$46.27	\$7.27	\$79.98
Planner Associate III	\$23.24	\$40.67	\$6.39	\$70.30
Planner Associate II	\$21.15	\$37.01	\$5.82	\$63.98
Planner Associate I	\$20.19	\$35.33	\$5.55	\$61.07
PIC/PLS - Sr. Manager	\$64.90	\$113.58	\$17.85	\$196.32
PLS Sr. Manager	\$46.16	\$80.78	\$12.69	\$139.63
Sr. Professional Land Surveyor	\$34.42	\$60.24	\$9.47	\$104.12
Professional Land Surveyor	\$29.19	\$51.08	\$8.03	\$88.30
Survey Technician	\$28.65	\$50.14	\$7.88	\$86.67
Survey Tech II, Sr. Field Party Chief	\$24.51	\$42.89	\$6.74	\$74.14
Sr. Field Survey Technician II	\$22.17	\$38.80	\$6.10	\$67.06
Sr. Field Survey Technician I	\$19.83	\$34.70	\$5.45	\$59.99
Project Administrative Assistant	\$22.74	\$39.80	\$6.25	\$68.79
Contract Administrator	\$27.03	\$47.30	\$7.43	\$81.77
Graphics Specialist	\$25.43	\$44.50	\$6.99	\$76.93

Client shall reimburse Otak for travel expenses incurred under this Agreement according to the rates set forth by the Joint Travel Regulations that are in effect on the date when the travel occurs.

Exhibit F
Breakdown of Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	SEE ATTACHED	SEE ATTACHED
Overhead Expenses:	SEE ATTACHED	SEE ATTACHED
FICA	SEE ATTACHED	SEE ATTACHED
Unemployment	SEE ATTACHED	SEE ATTACHED
Health/Accident Insurance	SEE ATTACHED	SEE ATTACHED
Medical Aid & Industrial Insurance	SEE ATTACHED	SEE ATTACHED
Holiday/Vacation/Sick Leave	SEE ATTACHED	SEE ATTACHED
Commission/Bonus/Pension	SEE ATTACHED	SEE ATTACHED
Total Fringe Benefits	SEE ATTACHED	SEE ATTACHED
General Overhead:	SEE ATTACHED	SEE ATTACHED
State B&O Taxes	SEE ATTACHED	SEE ATTACHED
Insurance	SEE ATTACHED	SEE ATTACHED
Administration & Time Not Assignable	SEE ATTACHED	SEE ATTACHED
Printing, Stationery & Supplies	SEE ATTACHED	SEE ATTACHED
Professional Services	SEE ATTACHED	SEE ATTACHED
Travel Not Assignable	SEE ATTACHED	SEE ATTACHED
Telephone & Telegraph Not Assignable	SEE ATTACHED	SEE ATTACHED
Fees, Dues & Professional Meetings	SEE ATTACHED	SEE ATTACHED
Utilities & Maintenance	SEE ATTACHED	SEE ATTACHED
Professional Development	SEE ATTACHED	SEE ATTACHED
Rent	SEE ATTACHED	SEE ATTACHED
Equipment Support	SEE ATTACHED	SEE ATTACHED
Office, Miscellaneous & Postage	SEE ATTACHED	SEE ATTACHED
Total General Overhead	SEE ATTACHED	SEE ATTACHED
Total Overhead (General + Fringe)	SEE ATTACHED	SEE ATTACHED
Overhead Rate (Total Overhead / Direct Labor)	SEE ATTACHED	SEE ATTACHED



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 7, 2013

Nicholas Loope, President and Chief Executive Officer
OTAK, Inc.
17355 SW Boones Ferry Road
Lake Oswego, OR 97035-5217

RE: OTAK, Inc. Overhead Schedule
Fiscal Year End December 31, 2011

Dear Mr. Loope:

The Oregon Department of Transportation (ODOT) has concluded their Cognizant Audit of OTAK, Inc. Oregon is the Cognizant State for OTAK, Inc. ODOT accepted the audit performed by CPA Firm James C. Gill. We were provided with their letter and a copy of the audit report.

Based on the cognizant state's audit and acceptance of the OTAK, Inc. rate, we are issuing this letter of review establishing OTAK, Inc.'s overhead rate for the fiscal year ending December 31, 2011, at 180.97% of direct labor (rate includes Facilities Cost of Capital of 0.32%). Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this rate will be applicable to your WSDOT agreement (s).

Also, when you provide next year's overhead schedule to our office or to your CPA firm, please submit **either** your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

If you, or any representative of OTAK, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosure

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Exhibit F

OTAK, Inc. Overhead Schedule 01/01/11-12/31/11

Account Title	Proposed Overhead Costs	Audit Adjustments	Accepted Overhead Costs
Direct Labor Base			
502.00 Direct Cost Payroll	\$ 7,207,781.46		\$ 7,207,781.46
Total Direct Labor Base	\$ 7,207,781.46	\$ -	\$ 7,207,781.46
Overhead Costs			
602.00 Indirect Cost Payroll	\$ 3,713,757.00	\$ (51,513.00)	\$ 3,662,244.00
602.01 Indirect Cost Payroll-Prem Tim	\$ 193,027.00	\$ -	\$ 193,027.00
602.99 Indrct Cst Pyrrl - Mrk Lbr Unl	\$ -	\$ -	\$ -
604.00 Vacation & Comp Salaries	\$ 763,091.34	\$ -	\$ 763,091.34
604.01 Sabbatical Leave Expense	\$ 124,136.98	\$ -	\$ 124,136.98
606.00 Auto Allowance	\$ 4,760.00	\$ -	\$ 4,760.00
608.00 Payroll Taxes	\$ 14,956.67	\$ -	\$ 14,956.67
608.01 Payroll Taxes-FICA ER Expense	\$ 899,623.42	\$ -	\$ 899,623.42
608.02 Payroll Taxes-SUI ER Expense	\$ 228,623.28	\$ -	\$ 228,623.28
608.03 Payroll Taxes-WBFT ER Expense	\$ 3,161.11	\$ -	\$ 3,161.11
608.04 Payroll Taxes-TriMet ER Expens	\$ 42,110.95	\$ -	\$ 42,110.95
610.00 Continuing Education	\$ 4,881.14	\$ -	\$ 4,881.14
612.00 Employee Housing	\$ 10,850.00	\$ -	\$ 10,850.00
614.00 Employee Recruiting	\$ 7,235.99	\$ -	\$ 7,235.99
616.00 Employee Relocation Expenses	\$ 294.00	\$ -	\$ 294.00
620.00 Flex/401(k) Administr Exp	\$ 458.35	\$ -	\$ 458.35
622.00 Health Insurance Claims	\$ 1,782,760.09	\$ -	\$ 1,782,760.09
624.00 Health Insurance-Employees	\$ (100,804.04)	\$ -	\$ (100,804.04)
626.00 Life & LTD Insurance-Employees	\$ 68,233.33	\$ -	\$ 68,233.33
628.00 Prof. Dues, Publictns, Sbscrpt.	\$ 79,315.90	\$ -	\$ 79,315.90
630.00 Professional Fees & Licenses	\$ 15,402.94	\$ -	\$ 15,402.94
650.00 Travel-Education	\$ 22,896.48	\$ (4,516.00)	\$ 18,380.48
695.00 Bonuses	\$ 7,847.99	\$ -	\$ 7,847.99
695.01 Bonuses-Safety	\$ 4,588.61	\$ -	\$ 4,588.61
695.04 Severance Pay	\$ 141,986.04	\$ (91,922.04)	\$ 50,064.00
696.00 Non-Employee Compensation	\$ 46,755.00	\$ (46,755.00)	\$ -
697.00 Deferred Compensation	\$ 94.03	\$ -	\$ 94.03
702.00 Bank Charges & Fees	\$ 23,478.68	\$ -	\$ 23,478.68
704.00 Business Ds, Licns & Membrshps	\$ 39,999.14	\$ -	\$ 39,999.14
706.00 Business Meals (Inside)	\$ 3,299.13	\$ (343.00)	\$ 2,956.13
706.01 Business Meeting Exp-Offsite	\$ -	\$ (532.00)	\$ (532.00)
708.00 Business Meals-Direct Sales	\$ 3,468.99	\$ (1,115.00)	\$ 2,353.99
710.00 Business Subscriptns & Pblctns	\$ 13,417.07	\$ -	\$ 13,417.07
712.00 Contributions	\$ -	\$ -	\$ -
716.00 Equipment Rental	\$ 114,499.67	\$ -	\$ 114,499.67
720.00 Insurance-Business	\$ 487,285.70	\$ -	\$ 487,285.70
722.00 Janitorial Services	\$ 63,661.05	\$ -	\$ 63,661.05
726.00 Maintenance & Repairs	\$ 99,487.18	\$ -	\$ 99,487.18
728.00 Miscellaneous	\$ 117,554.00	\$ (90,306.00)	\$ 27,248.00
729.00 Moving Expense	\$ 1,879.35	\$ -	\$ 1,879.35
730.00 Opertrng and Genrl Suppls Expns	\$ 105,119.49	\$ -	\$ 105,119.49
732.00 Office Rent	\$ 2,001,732.15	\$ (439,478.00)	\$ 1,562,254.15
732.01 Offc Rnt-Comm Ar Mnt (CAM) Chg	\$ 204,162.23	\$ -	\$ 204,162.23
732.02 Office Rent-Utilities Pd Lessr	\$ 79,624.32	\$ -	\$ 79,624.32
732.04 Rent - SubLease Income	\$ (350.00)	\$ -	\$ (350.00)
734.00 Office Functions	\$ -	\$ -	\$ -
734.01 Discretionry Recgntrn Pl Dstrbt	\$ -	\$ -	\$ -
736.00 Postage & Freight	\$ 26,219.36	\$ -	\$ 26,219.36
738.00 Printing & Graphics	\$ 5,463.52	\$ -	\$ 5,463.52

Exhibit F

OTAK, Inc. Overhead Schedule 01/01/11-12/31/11

Account Title	Proposed Overhead Costs	Audit Adjustments	Accepted Overhead Costs
740.00 Professional/Lgl & Acctng Svcs	\$ 780,187.41	\$ (202,223.00)	\$ 577,964.41
740.01 Less: Prof & Legal Capitalized	\$ (300,700.00)	\$ -	\$ (300,700.00)
742.00 Professional Services-Other	\$ 334,675.80	\$ -	\$ 334,675.80
744.00 Protective Services	\$ 10,076.36	\$ -	\$ 10,076.36
746.00 Telephone & Alarm Systems	\$ 281,627.28	\$ -	\$ 281,627.28
748.00 Temporary Clerical Services	\$ 87,824.46	\$ -	\$ 87,824.46
750.00 Travel-Office & Direct Sales	\$ 104,190.12	\$ (35,898.00)	\$ 68,292.12
750.01 Travel-Auto Rental	\$ 9,541.13	\$ (1,545.00)	\$ 7,996.13
750.02 Travel-Mileage Reimbursed	\$ 23,983.13	\$ (4,922.00)	\$ 19,061.13
756.00 Utilities	\$ 15,615.11	\$ -	\$ 15,615.11
758.00 Vehicle Expenses	\$ 85,587.98	\$ -	\$ 85,587.98
768.00 Computer Supplies	\$ 68,600.05	\$ -	\$ 68,600.05
770.00 Internet Services Expense	\$ 12,623.83	\$ -	\$ 12,623.83
772.00 Outside Computer Services	\$ 50,626.18	\$ -	\$ 50,626.18
774.00 Software Program Expenses	\$ 168,548.38	\$ -	\$ 168,548.38
776.00 Equipment Lease	\$ 124,072.17	\$ -	\$ 124,072.17
778.00 Vehicle Leases	\$ 44,441.83	\$ (8,050.00)	\$ 36,391.83
779.00 Amortization	\$ -	\$ -	\$ -
792.00 Depreciation	\$ 329,102.87	\$ 20,300.49	\$ 349,403.36
794.00 Other Taxes	\$ 283,800.49	\$ -	\$ 283,800.49
796.00 Sales Tax Paid	\$ 26,074.22	\$ -	\$ 26,074.22
906.00 Gain/Loss on Asset Disposal	\$ (30,301.01)	\$ -	\$ (30,301.01)
	<u>\$ 13,980,242.42</u>	<u>\$ (958,817.55)</u>	<u>\$ 13,021,424.87</u>

Overhead Rate	193.96%	180.66%
		0.32%
		180.97%

Note: Otak is capping the overhead factor at 175%

EXHIBIT G-2
SUBCONSULTANT FEE DETERMINATION - SUMMARY SHEET
(Specific Rates of Pay)
Fee Schedule

Project: Fifth Plain Creek Bridge
Subconsultant: Hart Crowser
Task: Geotechnical Investigation

Job Title	Hourly Rate	Overhead @ 199.00%	Profit @ 30.00%	Rate per Hour
Senior Principal	\$88.23	\$175.58	\$26.47	\$ 290.28
Principal	\$69.38	\$138.07	\$20.81	\$ 228.26
Senior Associate	\$59.62	\$118.64	\$17.89	\$ 196.15
Associate	\$51.52	\$102.52	\$15.46	\$ 169.50
Senior Project	\$39.97	\$79.54	\$11.99	\$ 131.50
Project	\$33.64	\$66.94	\$10.09	\$ 110.68
Senior Staff	\$30.17	\$60.04	\$9.05	\$ 99.26
Staff	\$26.46	\$52.66	\$7.94	\$ 87.05
Drafter	\$26.47	\$52.68	\$7.94	\$ 87.09
Technician	\$20.00	\$39.80	\$6.00	\$ 65.80
Project Assistant	\$23.58	\$46.92	\$7.07	\$ 77.58

Exhibit G-3
Breakdown of Subconsultants Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	SEE ATTACHED	SEE ATTACHED
Overhead Expenses:	SEE ATTACHED	SEE ATTACHED
FICA	SEE ATTACHED	SEE ATTACHED
Unemployment	SEE ATTACHED	SEE ATTACHED
Health/Accident Insurance	SEE ATTACHED	SEE ATTACHED
Medical Aid & Industrial Insurance	SEE ATTACHED	SEE ATTACHED
Holiday/Vacation/Sick Leave	SEE ATTACHED	SEE ATTACHED
Commission/Bonus/Pension	SEE ATTACHED	SEE ATTACHED
Total Fringe Benefits	SEE ATTACHED	SEE ATTACHED
General Overhead:	SEE ATTACHED	SEE ATTACHED
State B&O Taxes	SEE ATTACHED	SEE ATTACHED
Insurance	SEE ATTACHED	SEE ATTACHED
Administration & Time Not Assignable	SEE ATTACHED	SEE ATTACHED
Printing, Stationery & Supplies	SEE ATTACHED	SEE ATTACHED
Professional Services	SEE ATTACHED	SEE ATTACHED
Travel Not Assignable	SEE ATTACHED	SEE ATTACHED
Telephone & Telegraph Not Assignable	SEE ATTACHED	SEE ATTACHED
Fees, Dues & Professional Meetings	SEE ATTACHED	SEE ATTACHED
Utilities & Maintenance	SEE ATTACHED	SEE ATTACHED
Professional Development	SEE ATTACHED	SEE ATTACHED
Rent	SEE ATTACHED	SEE ATTACHED
Equipment Support	SEE ATTACHED	SEE ATTACHED
Office, Miscellaneous & Postage	SEE ATTACHED	SEE ATTACHED
Total General Overhead	SEE ATTACHED	SEE ATTACHED
Total Overhead (General + Fringe)	SEE ATTACHED	SEE ATTACHED
Overhead Rate (Total Overhead / Direct Labor)	SEE ATTACHED	SEE ATTACHED

**Exhibit G-3
Breakdown of Subconsultants Overhead Cost**

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
Total Fringe Benefits		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
Total General Overhead		
Total Overhead (General + Fringe)		
Overhead Rate (Total Overhead / Direct Labor)		205.21%

*See Attached WSDOT Overhead Audit Letter
(Dated February 1, 2012)*

(self-limited to 199% in Exhibits G-1 and G-2)



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 1, 2012

Robert Jenson, CFO
Hart Crowser, Inc.
1700 Westlake Ave N #200
Seattle, WA 98109-6212

Re: Hart Crowser, Inc. Overhead Schedule
Fiscal Year End June 25, 2010

Dear Mr. Jenson:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Hart Crowser, Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Hart Crowser, Inc.'s accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Hart Crowser, Inc.'s overhead rate for the fiscal year ending June 25, 2010, at 205.21% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Mr. Jenson
February 1, 2012
Page 2

If you, or any representatives of Hart Crowser, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Hart Crowser, Inc
Overhead Schedule
For the Year Ended June 25, 2010

Description	Financial Statement Amount	Hart Crowser Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$2,719,907</u>				<u>\$2,719,907</u>	100.00%
Fringe Benefits:						
Vacation, Sick, & Holiday	\$672,900				\$672,900	24.74%
Payroll Taxes	487,616				487,616	17.93%
Health Insurance	490,468				490,468	18.03%
Workers' Comp. Insurance	17,394				17,394	2.58%
Profit Sharing (401-k)	184,980	(18,215)		A	166,765	34.20%
Fringe Benefits Adjustment			(91,389)	O	(91,389)	-18.63%
Total Fringe Benefits	<u>\$1,853,358</u>	<u>(\$18,215)</u>	<u>(\$91,389)</u>		<u>\$1,743,754</u>	64.11%
General Overhead:						
Indirect Labor	\$1,286,516				\$1,286,516	47.30%
Bid & Proposal Labor	785,579	(239)		C	785,341	28.87%
Marketing Labor			114,142	R	114,142	4.20%
Training Labor			57,172	S	57,172	2.10%
Incentive Bonus	18,917	(11,417)		B	7,500	1.11%
Rent	793,273				793,273	29.17%
Maintenance & Repairs	14,543				14,543	2.97%
Travel/Automobile	37,877	(462)	(63,271)	C,N,P	(25,856)	-0.95%
Insurance	96,670				96,670	57.97%
Telephone	116,183				116,183	4.27%
Utilities	17,212				17,212	0.99%
Taxes & Licenses	186,206				186,206	6.85%
Depreciation & Amortization	114,430		(3,491)	N	110,939	4.08%
Dues & Subscriptions	27,934	(500)		E	27,434	2.13%
Job Procurement	390,435	(269,811)	(114,142)	C,D,G,R	6,482	0.83%
Employee Train/Recruit/Moving	119,527	(2,626)	(57,172)	C,S	59,729	52.33%
Professional Fees	74,820				74,820	130.87%
Interest	67,773	(67,773)		H	0	0.00%
Computer	50,095				50,095	0.90%
Supplies & Miscellaneous	171,933	(69,212)	(43,276)	I,F,K,L,M,Q	59,445	1.07%
Total General Overhead	<u>\$4,369,923</u>	<u>(\$422,039)</u>	<u>(\$110,038)</u>		<u>\$3,837,846</u>	141.10%
Total Overhead Costs	<u>\$6,223,281</u>	<u>(\$440,254)</u>	<u>(\$201,427)</u>		<u>\$5,581,600</u>	205.21%
Overhead Rate	228.80%	212.62%			<u>205.21%</u>	

Hart Crowser, Inc
Overhead Schedule
For the Year Ended June 25, 2010

Description	Financial Statement Amount	Hart Crowser Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
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Hart Crowser, Inc - Reviewed & Accepted 2/1/12 JJ
"Overhead Rate still subject to WSDOT Audit"

References

Hart Crowser Adjustments:

Hart Crowser Overhead Internally prepared with out audit

- A Stock option expense unallowable per 48 CFR 31.205-6
- B Non plan bonuses per 48 CFR 31.205-6
- C Lodging, meal, and mileage rates in excess of federal travel regulation unallowable per 48 CFR 31.205-46(a)(2).
- D Public relations and advertising unallowable per 48 CFR 31.205-1.
Promotional Marketing unallowable per 48 CFR 31.205-1
- E Lobbying unallowable 48 CFR 31.205-22
- F Unallowable employee entertainment 48 CFR 31.205-1
- G Entertainment unallowable per 48 CFR 31.205-14.
- H Interest unallowable per 48 CFR 31.205-20.
- I Contributions unallowable per 48 CFR 31.205-81.
- K Bad debts 48 CFR 31.205-3
- L Recoveries & purchase discounts - Field Service recoveries (18,418.59) In house reproduction recoveries (10,008)
purchase discounts (13,010.09)

WSDOT Adjustments:

- ✓ Remainder of Christmas party in the amount of \$24,956.90, retirement party in the amount of \$107.80, Cinco de Mayo party in the amount of \$385 unallowable entertainment per 48 CFR 31.205-14. Flowers and singing Christmas tree in the amount of \$497, gift card in the amount of \$500 unallowable per 48 CFR 31.205-13(b).
- √ Travel/Auto costs in the amount of \$61,969 and auto depreciation in the amount of \$3,491 removed per 48 CFR 31.201-2(d).
The firm does not keep mileage logs.
-) Fringe benefits directly related to marketing labor in the amount of \$91,389 unallowable per 48 CFR 31.201-6(a), 48 CFR 31.205-1(f) and 2010 AASHTO Audit Guide Ch. 8.2. See worksheet.
- ² Unallocable cost in the amount of \$1,302.20. Firm reimbursed employee for cancelled vacation.
-) Direct costs in the amount of \$16,829.90 unallowable per 48 CFR 31.202. GL account titled "Field Supplies-Direct Chargeable"
- : Segregated Marketing Labor from Job Procurement in the amount of \$357,896 and included it as it's own line item. The unallowable portion in the amount of \$243,754 was also segregated.
- : Segregated Training Labor from Employee Train/Recruit/Moving in the amount of \$57,172 and included it as its own line item.

Exhibit G-3
Breakdown of Subconsultants Overhead Cost
PBS Engineering and Environmental Inc.

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	3,928,462	100.00
Overhead Expenses:		
FICA	508,688	12.95%
Unemployment	138,559	3.53
Health/Accident Insurance	495,025	12.68
Medical Aid & Industrial Insurance	34,284	0.87
Holiday/Vacation/Sick Leave	657,080	16.73
Commission/Bonus/Pension	82,824	2.11
Total Fringe Benefits	1,919,459	48.86%
General Overhead:		
State B&O Taxes	109,831	2.80%
Insurance	180,689	4.60
Administration & Time Not Assignable	2,066,270	52.60
Printing, Stationery & Supplies	87,631	2.23
Professional Services	162,105	4.13
Travel Not Assignable	38,281	0.97
Telephone & Telegraph Not Assignable	176,648	4.50
Fees, Dues & Professional Meetings	71,562	1.82
Utilities & Maintenance	89,656	2.28
Professional Development	13,221	0.34
Rent	654,107	16.65
Equipment Support	21,273	0.54
Office, Miscellaneous & Postage	415,382	10.19
Total General Overhead	4,086,656	104.03%
Total Overhead (General + Fringe)	6,006,115	
Overhead Rate (Total Overhead / Direct Labor)		152.89%



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

April 16, 2013

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Jennifer Porter, Controller
PBS Engineering & Environmental, Inc.
4412 SW Corbett Ave
Portland, OR 97239-4207

Re: PBS Engineering & Environmental, Inc. Indirect Cost Rate Schedule
Fiscal Year End September 30, 2012

Dear Ms. Porter:

We have completed a desk review of PBS Engineering & Environmental, Inc. (PBS) indirect cost rate schedule for the above referenced fiscal year. Our review included the documentation provided by PBS.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of PBS accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing the PBS indirect cost rate for the fiscal year ending September 30, 2012, at 152.89% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's indirect cost rate schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

If you, or any representatives of PBS, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,


Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
Ken Hash, SW Region Local Programs Mgr., MS S-15
File

PBS Engineering and Environmental Inc.
Indirect Cost Rate Schedule
For the Year Ended September 30, 2012

Description	Financial Statement Amount	PBS Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$3,897,167</u>	(\$39,807)	\$71,102	B,S	<u>\$3,928,461</u>	100.00%
Indirect Costs:						
Fringe Benefits						
Vacation, Sick, & Holiday	\$657,080				\$657,080	16.73%
Payroll Taxes	647,247				647,247	16.48%
Health Insurance	533,421				533,421	13.58%
Workers' Comp. Insurance	34,284				34,284	0.87%
Profit Sharing (401-k)	82,824				82,824	2.11%
Fringe Benefit Adjustment		(\$35,396)		A	(\$35,396)	-0.90%
Total Fringe Benefits	<u>\$1,954,855</u>	<u>(\$35,396)</u>	<u>\$0</u>		<u>\$1,919,459</u>	<u>48.86%</u>
General Overhead						
Indirect Labor	\$1,647,529		(\$374)	S	\$1,647,154	41.93%
Labor Variance (Uncomp OT)	(68,440)	\$39,807	(70,727)	B,S	(99,359)	-2.53%
Bid & Proposal Labor	515,396				515,396	13.12%
Advertising Labor	-				0	0.00%
Public Relations Labor	51,566	(51,566)		D	0	0.00%
Direct Selling Labor	-				0	0.00%
Performance Bonus	345,205	(345,205)		G	0	0.00%
Rent	668,085	(89,575)	5,104	L,T	583,614	14.86%
Maintenance & Repairs	34,087	(6,433)		N	27,654	0.70%
Automobile	-				0	0.00%
Travel	62,424	(16,617)	(1,970)	C,X	43,837	1.12%
Travel - Meals	37,208	(37,208)		I	0	0.00%
Insurance	189,316	(8,626)		J/N	180,690	4.60%
Telephone	124,002				124,002	3.16%
Utilities	89,656				89,656	2.28%
Taxes & Licenses	165,540	(50,815)		M	114,725	2.92%
Depreciation & Amortization	342,382	(14,085)		N	328,297	8.36%
Dues & Subscriptions	54,272	(10,693)		C	43,580	1.11%
Employee Train/Recruit/Moving	164,803	(70,719)	(19,680)	C,I,U	74,405	1.89%
Advertising	43,336	(43,336)		C	0	0.00%
Public Relations Expense	-				0	0.00%
Direct Selling Expenses	-				0	0.00%
Professional Fees	199,016	(14,607)	(5,120)	C,V	179,289	4.56%
Interest	26,112	(26,112)		K	0	0.00%
Computer	99,914				99,914	2.54%
Supplies & Miscellaneous	153,324	(30,426)	(4,102)	C,F,H,W	118,797	3.02%
Bad Debts Expense	138,835	(138,835)		E	0	0.00%
Total General Overhead	<u>\$5,083,570</u>	<u>(\$915,050)</u>	<u>(\$96,869)</u>		<u>\$4,071,651</u>	<u>103.64%</u>
Total Indirect Costs & Overhead	<u>\$7,038,425</u>	<u>(\$950,446)</u>	<u>(\$96,869)</u>		<u>\$5,991,110</u>	<u>152.51%</u>
Indirect Cost Rate (Less FCC)	180.60%	157.83%			<u>152.51%</u>	
Facilities Cost of Capital		\$15,006			<u>\$15,006</u>	0.38%
					<u>\$6,006,116</u>	
Indirect Cost Rate (Includes FCC)					<u>152.89%</u>	

**PBS Engineering and Environmental Inc.
Indirect Cost Rate Schedule
For the Year Ended September 30, 2012**

Description	Financial Statement Amount	PBS Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
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*PBS Engineering and Environmental Inc. - Reviewed/Accepted by SAH 4/16/13
"Indirect Cost Rate still subject to WSDOT Audit"*

References

PBS Adjustments:

- A FAR 31.201-6(a): Fringe Benefit adjustment; directly associated cost to unallowable advertising, public relations and direct selling labor unallowable per (\$35,396)
- B FAR 31.202: Uncompensated overtime for salaried employees considered to be direct labor=> removed from indirect labor cost (
- C FAR 31.205-1 & 31.205-35: Public Relations and advertising unallowable (\$43,336+14,607+8,285+8,331+2,531+9,815+10,693+483)
- D FAR 31.205-1(f): Marketing labor unallowable (51,566)
- E FAR 31.205-3: Bad debts unallowable (\$138,835)
- F FAR 31.205-3: Collections costs unallowable (\$14,105)
- G FAR 31.205-6: Performance Bonuses unallowable (\$345,205)
- H FAR 31.205-8: Contributions unallowable (\$13,308)
- I FAR 31.205-14: Entertainment unallowable (\$18,415 + 6200 + 37208 + 36289)
- J FAR 31.205-19(e)(2)(v): Key-man insurance unallowable (\$2,315)
- K FAR 31.205-20: Interest expense unallowable (\$26,112)
- L FAR 31.205-36(b)(3): Common Control Rent Adjustment (\$89,575.32)
- M FAR 31.205-41: Unallowable taxes and licenses (\$50,815)
- N FAR 31.205-46(d) & 31.205-6(m)(2): Associated costs for vehicle unallowable Insurance (\$6,311), Maintenance (\$6,433), and Depreciation (\$14,085).
- O Labor Variance Account to show the uncompensated overtime labor adjustment. Labor Variance account is an offset account to balance to payroll.

WSDOT Adjustments:

- S Uncompensated Overtime adjustment per 48 CFR 37.115 & DCAA 5-910, 5-910.2 and 6-410.
*The direct labor base increased by \$31,295 (\$71,102 WSDOT adjustment - \$39,807 PBS adjustment) to match LDR.
The indirect labor base decreased by \$374 to match LDR.
The payroll variance of \$99,359 was removed to balance payroll (\$68,440 from variance account + \$39,807 PBS adj - \$70,727 WSDOT adj).*
- T Rent - treasury rate corrected to FY average, per 48 CFR 31.205-36(b)(3), received corrected common control worksheet from firm; \$84,471 corrected unallowable cost (-\$89,575 PBS adj + \$5104 WSDOT adj).
- U Employee Train/Recruit/Moving - \$19,680 additional adjustment to employee morale account for unallowable entertainment, per 48 CFR 31.205-14; account total \$38095 and \$18415 already adjusted by firm.
- V Income tax preparation fees (\$5,120) for partners & owners who are responsible for paying income tax on their personal return unallowable per 48 CFR 31.205-41(b) and 31.201-6(d) - Personal expense unallowable.
- W Supplies & Miscellaneous - \$4,102 adjustment for following:
\$217 adjustment for unallowable entertainment expenses per 48 CFR 31.205-14.
\$818 adjustment for personal expenses unallowable per 48 CFR 31.201-4.
\$3067 adjustment for direct cost refund unallowable per 48 CFR 31.202(a).
- X Travel - \$1,970 adjustment for direct costs and excess per diem per 48 CFR 31.202(a) and 48 CFR 31.205-46.

Certification of Final Indirect Costs

Firm Name: PBS Engineering and Environmental Inc.

Indirect Cost Rate Proposal: 162.89%

Date of Proposal Preparation (mm/dd/yyyy): 04/10/2013

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 10/01/2011 to 09/30/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

2.) *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____

Name of Certifying Official* (Print): Jennifer Porter

Title: Controller

Date of Certification (mm/dd/yyyy): 04/12/13

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>

Attachment G-3

Breakdown of Overhead Cost

Archaeological Services, LLC

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor, e.g. Principal Investigator	\$66.00	100.00%
Overhead Expenses:		N/A
FICA	\$5.05	7.65%
Unemployment	\$0.28	0.42%
Health/Accident Insurance	\$0.04	0.06%
Medical Aid & Industrial Insurance	\$0.45	0.68%
Holiday/Vacation/Sick Leave		N/A
Commission/Bonus/Pension		N/A
Total Fringe Benefits	\$5.81	8.81%
General Overhead:		
State B&O Taxes	\$0.99	1.50%
Insurance	\$1.45	2.20%
Administration & Time Not Assignable	\$9.70	14.70%
Printing, Stationary & Supplies		N/A
Professional Services		N/A
Travel not Assignable		N/A
Telephone & Telegraph Not Assignable	\$0.66	1.00%
Fees, Dues & Professional Meetings		N/A
Utilities & Maintenance		N/A
Professional Development		N/A
Rent	\$5.54	8.40%
Equipment Support		N/A
Office, Miscellaneous & Postage		N/A
Total General Overhead	\$18.35	27.80%
Total Overhead (General + Fringe)	\$24.16	36.60%
Overhead Rate (Total Overhead/Direct Labor)	0.366	36.60%

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 - Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 - Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 - Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 - Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 - Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 - Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 - Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 - Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 - Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 - Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit M-1 (a)
Certification Of Consultant**

Project No. _____

Local Agency _____

I hereby certify that I am Douglas Sarkkinen and duly authorized representative of the firm of Otak, Inc. whose address is 700 Washington St. Suite 401, Vancouver, WA 98660 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

6-6-13

Date

Douglas Sarkkinen

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of Clark County ,
Washington, and that the consulting firm or its representative has not been required, directly or indirectly
as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution,
donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of
Transportation and the Federal Highway Administration, U.S. Department of Transportation,
in connection with this AGREEMENT involving participation of Federal-aid highway funds,
and is subject to applicable State and Federal laws, both criminal and civil.

6/27/2013

Date

Peter Capen

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Ctak, Inc

 6-6-13
Date

 Daglar Sahkine
(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Otak, Inc.

 6-6-13
(Date)

 [Signature]
(Signature) President or Authorized Official of Consultant